

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAGAN'S MOTORCYCLE CLUB LLC		01/01/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PAGAN'S WORLDWIDE, LLC		
Street Address:	P.O. BOX 178		
City:	WOOLWINE		
State/Country:	VIRGINIA		
Postal Code:	24185		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85975084	PAGANS MOTORCYCLE CLUB	
CORRESPONDENCE DATA			
Fax Number:	4127650531		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4127650401		
Email:	mailroom.grz@zegarelli.com		
Correspondent Name:	GREGG R ZEGARELLI		
Address Line 1:	PO BOX 113345		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15241		
NAME OF SUBMITTER:	GREGG ZEGARELLI		
Signature:	/gregg zegarelli/		
Date:	05/07/2012		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

Assignor: Pagan's Motorcycle Club, LLC
Assignee: Pagan's Worldwide, LLC

Date: January 1, 2012

WITNESSETH

WHEREAS, Pagan's Motorcycle Club, LLC, a limited liability of the Commonwealth of Pennsylvania, (the "ASSIGNOR") is the claimed owner of the "PAGAN" and "PAGAN'S" based marks, including, but not limited to, the following marks, applications and registrations identified below (collectively, the "MARKS") as identified by the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration No./Serial No.</u>	<u>Classes</u>
Pagan (Word)	Reg. 3,385,849	14-Jewelry, 26-Belts
Pagan's (Patch Logo)	Reg. 3,906,335	35-Club services
Pagan's (Word)	Ser. 85/159,545	200-Membership Mark
Pagan's (Word)	Ser. 85/159,519	41-Motorcycle Rallies
Pagan's [Madrid Protocol]	Ser. 57,553,901 / 1,089,754	41-Motorcycle Rallies
Pagan's Motorcycle Club (Word)	Ser. 85/975,034	25-Tee Shirts

WHEREAS, Pagan's Worldwide, LLC, a limited liability company of the Commonwealth of Pennsylvania, (the "ASSIGNEE") desires to acquire all right, title and interest in the MARKS and ASSIGNOR desires to assign the same.

ASSIGNMENT

Now, for good and valuable consideration, the receipt thereof which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. ASSIGNOR does hereby sell, assign, transfer and set over to the ASSIGNEE the MARKS, together with the goodwill of the business symbolized by and appurtenant to the MARKS. The MARKS to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, forever, to the fullest extent permitted by law. These rights are assigned together with all claims by ASSIGNOR for damages by reason of past infringement of the MARKS, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors and assigns.

2. ASSIGNOR will, by its officers, employees, legal representatives or other persons duly authorized, communicate to ASSIGNEE, or the representatives thereof, any facts known to ASSIGNOR respecting the MARKS, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by the ASSIGNEE or by counsel

for ASSIGNEE, to assist or enable the ASSIGNEE to obtain and enforce full benefits from the rights and interests herein assigned. ASSIGNOR additionally agrees to execute copies of this assignment or portions thereof regarding any or all of the aforementioned MARKS, as required by ASSIGNEE in the future.

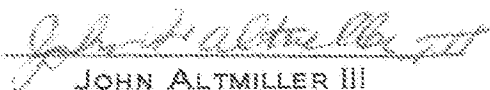
3. ASSIGNOR hereby agrees to waive all rights and privileges to attack any of the MARKS or the registration of any or all of the MARKS. ASSIGNOR abandons any other applications or claims to the MARKS, assigning to ASSIGNEE all rights, title and interest of any nature.

4. ASSIGNOR will not adopt and/or use any mark which is a colorable imitation that is likely to cause confusion with any of the MARKS.

IN WITNESS WHEREOF, and with the intention of being legally bound, ASSIGNOR has caused this Assignment to be signed by its officer thereto duly authorized, and its corporate seal to be affixed hereto.

ATTEST:

PAGAN'S MOTORCYCLE CLUB, LLC (ASSIGNOR):


JOHN ALTMILLER III

 
By: William Patrick Grayson Date: January 1, 2012
William Patrick Grayson, President

**UNANIMOUS WRITTEN CONSENT OF
MANAGERS
OF
PAGANS MOTORCYCLE CLUB, LLC**

The undersigned, being the sole manager of PAGANS MOTORCYCLE CLUB, LLC (the "Company"), a Pennsylvania limited liability company, acting pursuant to Sections 8941(b) of the Pennsylvania Limited Liability Company Law, hereby waives any notice requirement and consents in writing to the adoption of the following resolutions as though adopted at a duly noticed and called meeting of the board of managers held on or as of the date below:

RESOLVED, that the following person is unanimously elected to hold offices of the Company listed below until a successor has been duly elected and qualified:

President	William Patrick Grayson
Treasurer	William Patrick Grayson
Secretary	William Patrick Grayson

There are no other offices and/or officers in or of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Managers as of the date first above written.

Date: 8-10-11


Dennis Katona

SWORN to and subscribed

before me this 10th day of

August, 2011.


Notary Public

